

# **EXHIBIT B**

Life Insurance Company of North America  
1601 Chestnut Street • Philadelphia, PA 19192 • (215) 761-1000

**NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN  
INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH  
INSURANCE GUARANTY ASSOCIATION LAW**

If the insurer who issued your life, annuity or health insurance policy becomes impaired or insolvent you are entitled to compensation for your policy from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer.

In addition, residents of Minnesota who purchase life insurance, annuities, or health insurance from insurance companies authorized to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

Minnesota Life & Health Insurance Guaranty Association  
4760 White Bear Parkway, Suite 101  
White Bear Lake, MN 55110  
(651) 407-3149

The maximum amount the guaranty association will pay for all policies issued on one life by the same insurer is limited to \$300,000. Subject to this \$300,000 limit, the Guaranty Association will pay up to \$300,000 in life insurance death benefits, \$100,000 in net cash surrender and net cash withdrawal values for life insurance, \$300,000 in health insurance benefits, including any net cash surrender and net cash withdrawal values, \$100,000 in annuity net cash surrender and net cash withdrawal values, \$300,000 in present values of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be \$300,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under section 401, 403(b), or 457 of the Internal Revenue Code of 1986, as amended through December 31, 1992, are covered up to \$100,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the association shall not be responsible for more than \$7,500,000 in claims from all Minnesota residents covered by the plan. If total claims exceed \$7,500,000 the \$7,500,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the guaranty association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment.

**THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.**

**THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY OR HEALTH INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY AND HEALTH INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.**

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LIFE INSURANCE COMPANY OF NORTH AMERICA  
1601 CHESTNUT STREET  
PHILADELPHIA, PA 19192-2235  
(800) 732-1603 TDD (800) 552-5744  
**A STOCK INSURANCE COMPANY**

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GROUP POLICY

**POLICYHOLDER:** SUPERVALU Inc.

**POLICY NUMBER:** LK-980076

**POLICY EFFECTIVE DATE:** January 1, 2008

**POLICY ANNIVERSARY DATE:** January 1

This Policy describes the terms and conditions of coverage. It is issued in Minnesota and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

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## **SCHEDULE OF BENEFITS**

### **Premium Due Date**

Premiums are due in arrears on the date coinciding with the day of the Policy Anniversary Date or the last day of the month, if earlier.

### **Classes of Eligible Associates**

On the pages following the definition of eligible Associates there is a Schedule of Benefits for each Class of Eligible Associates listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an Associate is eligible under one Class of Eligible Associates and later becomes eligible under a different Class of Eligible Associates, changes in his or her insurance due to the class change will be effective on the first of the month following the change in class.

- |         |   |
|---------|---|
| Class 1 | All active, salaried exempt Associates of the Employer defined as Acme, Advantage Logistics, biggs, Cub, Farm Fresh, Home Office, Hornbachers, Jewel, Osco non-Pharmacies, Save-A-Lot, Shaw's/Star Markets, Shop 'n Save St. Louis, Shop 'n Save Pittsburgh, Shopper's/El Primero, Sunflower Market, SUPERVALU exempt and non-exempt Pharmacies (excluding Osco Pharmacies), Supply Chain Services, Total Logistics Control and W. Newell & Co., salaried exempt Advantage Logistics Rocky Mountain non-union and salaried exempt Advantage Logistics Colorado South (Fountain) non-union.                            |
| Class 2 | All active, non-exempt hourly Associates of the Employer defined as Acme, Advantage Logistics, Albertson's Retail West, biggs, Cub, Farm Fresh, Home Office, Hornbachers, Jewel, Osco non-Pharmacies, Save-A-Lot, Shaw's Star Markets, Shop 'n Save St. Louis, Shop 'n Save Pittsburgh, Shoppers/El Primero, Sunflower Market, SUPERVALU exempt and non-exempt Pharmacies (excluding Osco Pharmacies), Supply Chain Services, Total Logistics Control, W. Newell & Co., non-exempt hourly Advantage Logistics Rocky Mountain non-union and non-exempt hourly Advantage Logistics Colorado South (Fountain) non-union. |
| Class 4 | All active, Full-time Advantage Logistics Rocky Mountain hourly-paid warehouse Associates of Local 435 & Associates of Local 1.   |
| Class 5 | All active, Full-time St. Louis Distribution Center Union Local 610 Drivers of the Employer.  |
| Class 6 | All active Full-time St. Louis Distribution Center Union Local 688 Warehouse Associates of the Employer.  |
| Class 7 | All active, Full-time St. Louis Distribution Center Locals 618 and District 9 Lube and Tire Associates of the Employer.   |

- Class 8 All active, Jewel non-union and union Associates in the following Benefit Programs: Full-time Quad City Clerks, Full-time Bloomington-Normal Clerks, Full-time UFCW Local 881 Chicagoland Clerks, Full-time UFCW Local 881 Michigan City Clerks, Full-time Local 431 Clinton Iowa Clerks, Local 597 Pipefitters, Carpenters Council of Chicago, Full-time Local 700 Michigan City Meatcutters, Full-time Local 1546 Chicago Meatcutters, Full-time Local 431 Moline/Clinton Meatcutters, Full-time Local 536 Bloomington/Normal Meatcutters, Teamsters Local 710 Drivers, Dispatchers and Warehouse Associates, Local 701 Auto Mechanics, Local 399 Engineers, Local 611 Painters and Woodfinishers, Full-time Fuel Center Supervisor, Teamster Local 710 Drivers, Dispatchers and Warehouse Associates, Teamsters Local 710 Casual Drivers, Full-time Kosher Supervisor, Full-time Security Guards, Full-time Office hourly Associates, Full-time and Part-time Quad City Clerks-Fuel Center Associates, Part-time Local 431 Clinton IA Clerks, Part-time Local 536 Bloomington/Normal Meatcutters, Part-time Quad City Clerks, Part-time Bloomington/Normal Clerks, Part-time Local 431 Moline/Clinton Meatcutters, Part-time Kosher Supervisor, Part-time Security Guards, Part-time Office hourly Associates, Full-time & Part-time hourly non-union American Drug Store Associates, Full-time and Part-time hourly California American Drug Store Associates, Full-time and Part-time hourly Chicago American Drug Store Associates, Full-time and Part-time hourly Local 881 American Drug Store Associates, Full-time and Part-time hourly union American Drug Store Associates all regularly working a minimum of 30 hours per week.
- Class 9 All active, Jewel Union Local 881 Associates in the following Benefit Programs: Full-time and Part-time UFCW Local 881 Chicagoland Clerks, Full-time and Part-time UFCW Local 881 Michigan City Clerks, Full-time and Part-time Local 700 Michigan City Meatcutters, Full-time and Part-time Local 1546 Chicago Meatcutters, Full-time and Part-time UFCW Local 881 Fuel Center Attendants.
- Class 10 All severed Executives including Change in Control as defined by the Employer and Insurance Company. (This is a closed class.)

## **SCHEDULE OF BENEFITS FOR CLASS 1**

### **Eligibility Waiting Period**

For exempt salaried Associates of the Employer defined as Advantage Logistics, exempt salaried Advantage Logistics Rocky Mountain non-union, exempt salaried Advantage Logistics Colorado South (Fountain) non-union, biggs, Cub, Home Office, Save-A-Lot, Shop 'n Save St. Louis, Sunflower Market and Supply Chain Services, Total Logistics Control, W. Newell and Co. who work 39.01 or more hours per week:

For Associates hired on or before the Policy Effective Date:	The first of the month following 60 days of Active Service.
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For Associates hired after the Policy Effective Date:	The first of the month following 60 days of Active Service.
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For exempt salaried Associates of the Employer defined as Advantage Logistics, exempt salaried Advantage Logistics Rocky Mountain non-union, exempt salaried Advantage Logistics Colorado South (Fountain) non-union, biggs, Cub, Home Office, Save-A-Lot, Shop 'n Save St. Louis, Sunflower Market and Supply Chain Services, Total Logistics Control, W. Newell and Co. who work 32 to 39 hours per week:

For Associates hired on or before the Policy Effective Date:	The first of the month following 6 months of Active Service.
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For Associates hired after the Policy Effective Date:	The first of the month following 6 months of Active Service.
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For exempt salaried Shop 'n Save Full-time Pittsburgh, Acme, Albertson's Retail West, Farm Fresh, Hornbachers and Shoppers/El Primero who work 39.01 or more hours per week:

For Associates hired on or before the Policy Effective Date:	The first of the month following 30 days of Active Service.
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For Associates hired after the Policy Effective Date:	The first of the month following 30 days of Active Service.
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For exempt salaried Shop 'n Save Full-time Pittsburgh, Acme, Albertson's Retail West, Farm Fresh, Hornbachers, and Shoppers/El Primero who work 30 to 39 hours per week:

For Associates hired on or before the Policy Effective Date: The first of the month following 6 months of Active Service.

For Associates hired after the Policy Effective Date: The first of the month following 6 months of Active Service.

For exempt salaried SUPERVALU Pharmacies (excluding Osco Pharmacies), Jewel, Osco non-Pharmacies and Shaws/Star Market who work 30 or more hours per week:

For Associates hired on or before the Policy Effective Date: The first of the month following 30 days of Active Service.

For Associates hired after the Policy Effective Date: The first of the month following 30 days of Active Service.

The Eligibility Waiting Period does not apply if a former Associate is terminated or laid off and is rehired within 60 days or returns from an approved unpaid leave of absence without continued SUPERVALU benefits within 60 days as an Eligible Class of Associate and the former Associate has satisfied the Eligibility Waiting Period prior to termination, layoff or approved leave of absence as described above. If the period of termination, layoff or unpaid leave of absence is after 60 days, the Associate will be treated as a new hire and must meet all eligibility criteria, including satisfying the Eligibility Waiting Period and hours requirements.

#### **Definition of Disability/Disabled**

An Associate is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform the material duties of his or her regular occupation, or solely due to Injury or Sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
2. after Disability Benefits have been payable for 24 months, he or she is unable to perform the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience, or solely due to Injury or Sickness, he or she is unable to earn more than 60% of his or her Indexed Covered Earnings.

#### **Definition of Covered Earnings – For Mileage Drivers Only**

Covered Earnings means one-twelfth of an Associate's gross earnings received from the Employer for the calendar year just prior to the date Disability begins. If the Associate was not employed by the Employer for the full year, the gross earnings will be \$45,000.

#### **Definition of Covered Earnings – For all other Associates**

Covered Earnings means an Associate's basic monthly earnings plus target bonus as determined by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. It includes earnings received from target bonuses and commissions but not overtime pay or other extra compensation. (Commissions will be included for Commissioned Associates only and will be averaged for the 12 months just prior to the date Disability begins, or the months employed if less than 12 months.) Target bonus is defined by either a percentage of base pay or a flat dollar amount. It is an amount the Employer would expect to pay the Associate should the Employer attain 100% of their objectives in their respective bonus plan. Percentage range of Target Bonus is from 3% to 125% of base pay.

Any increase in an Associate's Covered Earnings will not be effective during a period of continuous Disability.

**Benefit Waiting Period** 26 weeks

**Disability Benefit** The lesser of 60% of an Associate's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Associate receives on his or her own behalf or for dependents, or which the Associate's dependents receive because of the Associate's entitlement to Other Income Benefits.

**Maximum Disability Benefit** \$30,000 per month

**Minimum Disability Benefit** \$100 per month

*Work Incentive Benefits*

For the first 24 months the Associate is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 24 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

No Disability Benefits will be paid if the Insurance Company determines the Associate is able to work under a modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Associate is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which Disability Benefits are payable.

**Additional Benefits**

*Survivor Benefit*

Benefit Waiting Period:	After 6 Monthly Benefits are payable.
Amount of Benefit:	100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.
Maximum Benefit Period	A single lump sum payment equal to 3 monthly Survivor Benefits.

**Maximum Benefit Period**

Age When Disability Begins

Under Age 60

Age 60

Age 61

Age 62

Age 63

Age 64

Age 65

Age 66

Age 67

Age 68

Age 69 or older

Maximum Benefit Period

The Associate's 65th birthday.

The date the 60th Monthly Benefit is payable.

The date the 48th Monthly Benefit is payable.

The date the 42nd Monthly Benefit is payable.

The date the 36th Monthly Benefit is payable.

The date the 30th Monthly Benefit is payable.

The date the 24th Monthly Benefit is payable.

The date the 21st Monthly Benefit is payable.

The date the 18th Monthly Benefit is payable.

The date the 15th Monthly Benefit is payable.

The date the 12th Monthly Benefit is payable.

**Initial Premium Rates**

The Premium for each Associate is based on the Associate's Age. The rates are per \$100 of Covered Payroll as listed below.

<u>Age</u>	<u>Rate for Covered Payroll Amounts up to \$200,000 annually</u>
Age 19 and Under	\$.077
Age 20 – 29	\$.092
Age 30 - 39	\$.239
Age 40 - 49	\$.549
Age 50 - 59	\$1.024
Age 60 and over	\$.754

Covered Payroll for an Associate will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Associate's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$16,667.

For Associates earnings more than \$200,000 per year, the rate for Covered Earnings between \$16,668 and \$50,000 will be \$1.04 per \$100 of Covered Payroll.

TL-004774

## SCHEDULE OF BENEFITS FOR CLASS 2

### Eligibility Waiting Period

For non-exempt hourly Associates of the Employer defined as Advantage Logistics, non-exempt hourly Advantage Logistics Rocky Mountain non-union, non-exempt hourly Advantage Logistics Colorado South (Fountain) non-union, biggs, Cub, Home Office, Save-A-Lot (including Save-A-Lot Mileage Drivers), Shop 'n Save St. Louis, Sunflower Market and Supply Chain Services (including Supply Chain Mileage Drivers), Total Logistics Control, W. Newell and Co. who work 39.01 or more hours per week:

For Associates hired on or before the Policy Effective Date:	The first of the month following 60 days of Active Service.
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For Associates hired after the Policy Effective Date:	The first of the month following 60 days of Active Service.
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For non-exempt hourly Associates of the Employer defined as Advantage Logistics, non-exempt hourly Advantage Logistics Rocky Mountain non-union, non-exempt hourly Advantage Logistics Colorado South (Fountain) non-union, biggs, Cub, Home Office, Save-A-Lot (including Save-A-Lot Mileage Drivers), Shop 'n Save St. Louis, Sunflower Market and Supply Chain Services (including Supply Chain Mileage Drivers), Total Logistics Control, W. Newell and Co. who work 32-39 hours per week:

For Associates hired on or before the Policy Effective Date:	The first of the month following 6 months of Active Service.
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For Associates hired after the Policy Effective Date:	The first of the month following 6 months of Active Service.
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For non-exempt hourly Acme, Albertson's Retail West, Farm Fresh, Hornbachers and Shoppers/El Primero who work 39.01 or more hours per week:

For Associates hired on or before the Policy Effective Date:	The first of the month following 30 days of Active Service.
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For Associates hired after the Policy Effective Date:	The first of the month following 30 days of Active Service.
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For non-exempt hourly Acme, Albertson's Retail West, Farm Fresh, Hornbachers and Shoppers/El Primero who work 30-39 hours per week:

For Associates hired on or before the Policy Effective Date:	The first of the month following 6 months of Active Service.
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For Associates hired after the Policy Effective Date:	The first of the month following 6 months of Active Service.
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For Full-time Associates of Shop 'n Save Pittsburgh location:

For Associates hired on or before the Policy Effective Date:	After 30 days of Active Service.
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For Associates hired after the Policy Effective Date:	After 30 days of Active Service.
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For Part-time Associates of Shop 'n Save Pittsburgh location who work 16 – 39 hours per week:

For Associates hired on or before the Policy Effective Date: After 365 days of Active Service.

For Associates hired after the Policy Effective Date: After 365 days of Active Service.

For Associates of Jewel (non-union office hourly), and non-exempt hourly non-union Associates of Osco and Shaw's/Star Markets, excluding Jewel-Osco Part-time Pharmacists who work 30 or more hours per week:

For Associates hired on or before the Policy Effective Date: The first of the month following 90 days of Active Service.

For Associates hired after the Policy Effective Date: The first of the month following 90 days of Active Service.

The Eligibility Waiting Period does not apply if a former Associate is terminated or laid off and is rehired within 60 days or returns from an approved unpaid leave of absence without continued SUPERVALU benefits within 60 days as an Eligible Class of Associate and the former Associate has satisfied the Eligibility Waiting Period prior to termination, layoff or approved leave of absence as described above. If the period of termination, layoff or unpaid leave of absence is after 60 days, the Associate will be treated as a new hire and must meet all eligibility criteria, including satisfying the Eligibility Waiting Period and hours requirements.

#### **Definition of Disability/Disabled**

An Associate is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform the material duties of his or her regular occupation, or solely due to Injury or Sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
2. after Disability Benefits have been payable for 24 months, he or she is unable to perform the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience, or solely due to Injury or Sickness, he or she is unable to earn more than 60% of his or her Indexed Covered Earnings.

#### **Definition of Covered Earnings – For Mileage Drivers Only**

Covered Earnings means one-twelfth of an Associate's gross earnings received from the Employer for the calendar year just prior to the date Disability begins. If the Associate was not employed as a mileage driver by the Employer for the full year, the gross earnings will be \$45,000.

#### **Definition of Covered Earnings – For all other Associates**

Covered Earnings means an Associate's hourly rate of pay as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins times 40 hours if regularly working 39.01 or more hours per week. For Associates working 30/32 to 39 hours per week, Covered Earnings means an Associate's hourly rate of pay as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins times 35 hours. It does not include amounts received as bonus, commissions, overtime pay or other extra compensation. (Commissions will be included for Commissioned Associates only and will be averaged for the 12 months just prior to the date Disability begins, or the months employed if less than 12 months.) Covered Earnings are determined initially on the date an Associate applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month following the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.



Any increase in an Associate's Covered Earnings will not be effective during a period of continuous Disability.

**Benefit Waiting Period** 26 weeks

**Disability Benefit** The lesser of 60% of an Associate's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Associate receives on his or her own behalf or for dependents, or which the Associate's dependents receive because of the Associate's entitlement to Other Income Benefits.

**Maximum Disability Benefit** \$2,500 per month

**Minimum Disability Benefit** \$100 per month

*Work Incentive Benefits*

For the first 24 months the Associate is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 24 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

No Disability Benefits will be paid if the Insurance Company determines the Associate is able to work under a modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Associate is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which Disability Benefits are payable.

**Additional Benefits**

*Survivor Benefit*

Benefit Waiting Period:	After 6 Monthly Benefits are payable.
Amount of Benefit:	100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.
Maximum Benefit Period	A single lump sum payment equal to 3 monthly Survivor Benefits.

**Maximum Benefit Period**Age When Disability Begins

Under Age 60

Age 60

Age 61

Age 62

Age 63

Age 64

Age 65

Age 66

Age 67

Age 68

Age 69 or older

Maximum Benefit Period

The Associate's 65th birthday.

The date the 60th Monthly Benefit is payable.

The date the 48th Monthly Benefit is payable.

The date the 42nd Monthly Benefit is payable.

The date the 36th Monthly Benefit is payable.

The date the 30th Monthly Benefit is payable.

The date the 24th Monthly Benefit is payable.

The date the 21st Monthly Benefit is payable.

The date the 18th Monthly Benefit is payable.

The date the 15th Monthly Benefit is payable.

The date the 12th Monthly Benefit is payable.

**Initial Premium Rates**

The Premium for each Associate is based on the Associate's Age. The rates are per \$100 of Covered Payroll as listed below.

<u>Age</u>	<u>Rate</u>
Age 19 and Under	\$.07
Age 20 – 29	\$.083
Age 30 - 39	\$.216
Age 40 - 49	\$.496
Age 50 - 59	\$.92
Age 60 and over	\$.676

Covered Payroll for an Associate will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Associate's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$4,167.

TL-004774

**SCHEDULE OF BENEFITS FOR CLASS 4****Eligibility Waiting Period**

For Associates hired on or before the Policy Effective Date: After 6 months of Active Service.

For Associates hired after the Policy Effective Date: After 6 months of Active Service.

The Eligibility Waiting Period does not apply if a former Associate is terminated or laid off and is rehired within 60 days or returns from an approved unpaid leave of absence without continued SUPERVALU benefits within 60 days as an Eligible Class of Associate and the former Associate has satisfied the Eligibility Waiting Period prior to termination, layoff or approved leave of absence as described above. If the period of termination, layoff or unpaid leave of absence is after 60 days, the Associate will be treated as a new hire and must meet all eligibility criteria, including satisfying the Eligibility Waiting Period and hours requirements.

**Definition of Disability/Disabled**

An Associate is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform the material duties of his or her regular occupation, or solely due to Injury or Sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
2. after Disability Benefits have been payable for 24 months, he or she is unable to perform the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience, or solely due to Injury or Sickness, he or she is unable to earn more than 60% of his or her Indexed Covered Earnings.

**Definition of Covered Earnings**

Covered Earnings means an Associate's hourly rate of pay as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins times 40 hours if regularly working 40 or more hours per week calculated on a monthly basis. Covered Earnings are determined initially on the date an Associate applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month following the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Associate's Covered Earnings will not be effective during a period of continuous Disability.

**Benefit Waiting Period** 90 days

**Disability Benefit** The lesser of 66.67% of an Associate's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Associate receives on his or her own behalf or for dependents, or which the Associate's dependents receive because of the Associate's entitlement to Other Income Benefits.

**Maximum Disability Benefit** \$7,500 per month

**Minimum Disability Benefit** \$100 per month



*Work Incentive Benefits*

For the first 24 months the Associate is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 24 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

No Disability Benefits will be paid if the Insurance Company determines the Associate is able to work under a modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Associate is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which Disability Benefits are payable.

**Additional Benefits***Survivor Benefit*

Benefit Waiting Period:

Amount of Benefit:

Maximum Benefit Period

After 6 Monthly Benefits are payable.

100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.

A single lump sum payment equal to 3 monthly Survivor Benefits.

**Maximum Benefit Period**Age When Disability Begins

Under Age 60

Age 60

Age 61

Age 62

Age 63

Age 64

Age 65

Age 66

Age 67

Age 68

Age 69 or older

Maximum Benefit Period

The Associate's 65th birthday.

The date the 60th Monthly Benefit is payable.

The date the 48th Monthly Benefit is payable.

The date the 42nd Monthly Benefit is payable.

The date the 36th Monthly Benefit is payable.

The date the 30th Monthly Benefit is payable.

The date the 24th Monthly Benefit is payable.

The date the 21st Monthly Benefit is payable.

The date the 18th Monthly Benefit is payable.

The date the 15th Monthly Benefit is payable.

The date the 12th Monthly Benefit is payable.

**Initial Premium Rates**

The Premium for each Associate is based on the Associate's Age. The rates are per \$100 of Covered Payroll as listed below.

<u>Age</u>	<u>Rate</u>
Age 19 and Under	\$.07
Age 20 – 29	\$.083
Age 30 - 39	\$.216
Age 40 - 49	\$.496
Age 50 - 59	\$.92
Age 60 and over	\$.676

Covered Payroll for an Associate will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Associate's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$11,249.

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## SCHEDULE OF BENEFITS FOR CLASS 5

### Eligibility Waiting Period

For Associates hired on or before the Policy Effective Date: After 30 days of Active Service.

For Associates hired after the Policy Effective Date: After 30 days of Active Service.

The Eligibility Waiting Period does not apply if a former Associate is terminated or laid off and is rehired within 60 days or returns from an approved unpaid leave of absence without continued SUPERVALU benefits within 60 days as an Eligible Class of Associate and the former Associate has satisfied the Eligibility Waiting Period prior to termination, layoff or approved leave of absence as described above. If the period of termination, layoff or unpaid leave of absence is after 60 days, the Associate will be treated as a new hire and must meet all eligibility criteria, including satisfying the Eligibility Waiting Period and hours requirements.

### Definition of Disability/Disabled

An Associate is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform the material duties of his or her regular occupation, or solely due to Injury or Sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
2. after Disability Benefits have been payable for 24 months, he or she is unable to perform the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience, or solely due to Injury or Sickness, he or she is unable to earn more than 60% of his or her Indexed Covered Earnings.

### Definition of Covered Earnings

Covered Earnings means an Associate's hourly rate of pay as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins times 40 hours per week if regularly working 40 or more hours per week calculated on a weekly basis. Covered Earnings are determined initially on the date an Associate applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month following the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Associate's Covered Earnings will not be effective during a period of continuous Disability.

**Benefit Waiting Period** 26 weeks

**Disability Benefit** The lesser of 50% of an Associate's monthly Covered Earnings rounded to the nearer dollar or the Maximum Disability Benefit.

If, for any month, the sum of the Disabled Associate's Disability Benefit and Other Income Benefits exceed 70% of his or her monthly Covered Earnings, the Disability Benefit will be reduced by the excess amount.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Associate receives on his or her own behalf or for dependents, or which the Associate's dependents receive because of the Associate's entitlement to Other Income Benefits.

**Maximum Disability Benefit** \$3,500 per month

**Minimum Disability Benefit**

The greater of \$100 or 15% of an Associate's Monthly Benefit prior to any reductions for Other Income Benefits.

*Work Incentive Benefits*

For the first 24 months the Associate is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 24 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

No Disability Benefits will be paid if the Insurance Company determines the Associate is able to work under a modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Associate is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which Disability Benefits are payable.

**Additional Benefits***Survivor Benefit*

Benefit Waiting Period:

After 6 Monthly Benefits are payable.

Amount of Benefit:

100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.

Maximum Benefit Period

A single lump sum payment equal to 3 monthly Survivor Benefits.

**Maximum Benefit Period**Age When Disability Begins

Under Age 60

Age 60

Age 61

Age 62

Age 63

Age 64

Age 65

Age 66

Age 67

Age 68

Age 69 or older

Maximum Benefit Period

The Associate's 65th birthday.

The date the 60th Monthly Benefit is payable.

The date the 48th Monthly Benefit is payable.

The date the 42nd Monthly Benefit is payable.

The date the 36th Monthly Benefit is payable.

The date the 30th Monthly Benefit is payable.

The date the 24th Monthly Benefit is payable.

The date the 21st Monthly Benefit is payable.

The date the 18th Monthly Benefit is payable.

The date the 15th Monthly Benefit is payable.

The date the 12th Monthly Benefit is payable.

**Initial Premium Rates**

The Premium for each Associate is based on the Associate's Age. The rates are per \$100 of Covered Payroll as listed below.

<u>Age</u>	<u>Rate</u>
Age 19 and Under	\$.07
Age 20 – 29	\$.083
Age 30 - 39	\$.216
Age 40 - 49	\$.496
Age 50 - 59	\$.92
Age 60 and over	\$.676

Covered Payroll for an Associate will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Associate's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$7,000.

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**SCHEDULE OF BENEFITS FOR CLASS 6****Eligibility Waiting Period**

For Associates hired on or before the Policy Effective Date: After 30 days of Active Service.

For Associates hired after the Policy Effective Date: After 30 days of Active Service.

The Eligibility Waiting Period does not apply if a former Associate is terminated or laid off and is rehired within 60 days or returns from an approved unpaid leave of absence without continued SUPERVALU benefits within 60 days as an Eligible Class of Associate and the former Associate has satisfied the Eligibility Waiting Period prior to termination, layoff or approved leave of absence as described above. If the period of termination, layoff or unpaid leave of absence is after 60 days, the Associate will be treated as a new hire and must meet all eligibility criteria, including satisfying the Eligibility Waiting Period and hours requirements.

**Definition of Disability/Disabled**

An Associate is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform the material duties of his or her regular occupation, or solely due to Injury or Sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
2. after Disability Benefits have been payable for 24 months, he or she is unable to perform the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience, or solely due to Injury or Sickness, he or she is unable to earn more than 60% of his or her Indexed Covered Earnings.

**Definition of Covered Earnings**

Covered Earnings means an Associate's hourly rate of pay as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins times 40 hours if regularly working 40 or more hours per week calculated on a weekly basis. Covered Earnings are determined initially on the date an Associate applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month following the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Associate's Covered Earnings will not be effective during a period of continuous Disability.

**Benefit Waiting Period** 26 weeks

**Disability Benefit** The lesser of 50% of an Associate's monthly Covered Earnings rounded to the nearer dollar or the Maximum Disability Benefit.

If, for any month, the sum of the Disabled Associate's Disability Benefit and Other Income Benefits exceed 70% of his or her monthly Covered Earnings, the Disability Benefit will be reduced by the excess amount.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Associate receives on his or her own behalf or for dependents, or which the Associate's dependents receive because of the Associate's entitlement to Other Income Benefits.

**Maximum Disability Benefit** \$2,100 per month



**Minimum Disability Benefit**

The greater of \$100 or 15% of an Associate's Monthly Benefit prior to any reductions for Other Income Benefits.

*Work Incentive Benefits*

For the first 24 months the Associate is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 24 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

No Disability Benefits will be paid if the Insurance Company determines the Associate is able to work under a modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Associate is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which Disability Benefits are payable.

**Additional Benefits***Survivor Benefit*

Benefit Waiting Period:

After 6 Monthly Benefits are payable.

Amount of Benefit:

100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.

Maximum Benefit Period

A single lump sum payment equal to 3 monthly Survivor Benefits.

**Maximum Benefit Period**Age When Disability Begins

Under Age 60

Maximum Benefit Period

The Associate's 65th birthday.

Age 60

The date the 60th Monthly Benefit is payable.

Age 61

The date the 48th Monthly Benefit is payable.

Age 62

The date the 42nd Monthly Benefit is payable.

Age 63

The date the 36th Monthly Benefit is payable.

Age 64

The date the 30th Monthly Benefit is payable.

Age 65

The date the 24th Monthly Benefit is payable.

Age 66

The date the 21st Monthly Benefit is payable.

Age 67

The date the 18th Monthly Benefit is payable.

Age 68

The date the 15th Monthly Benefit is payable.

Age 69 or older

The date the 12th Monthly Benefit is payable.

**Initial Premium Rates**

The Premium for each Associate is based on the Associate's Age. The rates are per \$100 of Covered Payroll as listed below.

<u>Age</u>	<u>Rate</u>
Age 19 and Under	\$.07
Age 20 – 29	\$.083
Age 30 - 39	\$.216
Age 40 - 49	\$.496
Age 50 - 59	\$.92
Age 60 and over	\$.676

Covered Payroll for an Associate will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Associate's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$4,200.

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**SCHEDULE OF BENEFITS FOR CLASS 7****Eligibility Waiting Period**

For Associates hired on or before the Policy Effective Date: After 30 days of Active Service.

For Associates hired after the Policy Effective Date: After 30 days of Active Service.

The Eligibility Waiting Period does not apply if a former Associate is terminated or laid off and is rehired within 60 days or returns from an approved unpaid leave of absence without continued SUPERVALU benefits within 60 days as an Eligible Class of Associate and the former Associate has satisfied the Eligibility Waiting Period prior to termination, layoff or approved leave of absence as described above. If the period of termination, layoff or unpaid leave of absence is after 60 days, the Associate will be treated as a new hire and must meet all eligibility criteria, including satisfying the Eligibility Waiting Period and hours requirements.

**Definition of Disability/Disabled**

An Associate is Disabled if, because of Injury or Sickness, he or she is unable to perform the material duties of his or her regular occupation, or solely due to Injury or Sickness, is unable to earn more than 80% of his or her Indexed Covered Earnings.

**Definition of Covered Earnings**

Covered Earnings means an Associate's hourly rate of pay as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins times 40 hours if regularly working 40 or more hours per week calculated on a weekly basis. Covered Earnings are determined initially on the date an Associate applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month following the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Associate's Covered Earnings will not be effective during a period of continuous Disability.

**Benefit Waiting Period** 26 weeks

**Disability Benefit** The lesser of 50% of an Associate's monthly Covered Earnings rounded to the nearer dollar or the Maximum Disability Benefit.

If, for any month, the sum of the Disabled Associate's Disability Benefit and Other Income Benefits exceed 70% of his or her monthly Covered Earnings, the Disability Benefit will be reduced by the excess amount.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Associate receives on his or her own behalf or for dependents, or which the Associate's dependents receive because of the Associate's entitlement to Other Income Benefits.

**Maximum Disability Benefit** \$2,100 per month

**Minimum Disability Benefit** The greater of \$100 or 15% of an Associate's Monthly Benefit prior to any reductions for Other Income Benefits.

*Work Incentive Benefits*

For the first 24 months the Associate is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 24 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

No Disability Benefits will be paid if the Insurance Company determines the Associate is able to work under a modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Associate is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which Disability Benefits are payable.

**Additional Benefits***Survivor Benefit*

Benefit Waiting Period:  
Amount of Benefit:

After 6 Monthly Benefits are payable.  
100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.

Maximum Benefit Period

A single lump sum payment equal to 3 monthly Survivor Benefits.

**Maximum Benefit Period**Age When Disability Begins

Under Age 60  
Age 60  
Age 61  
Age 62  
Age 63  
Age 64  
Age 65  
Age 66  
Age 67  
Age 68  
Age 69 or older

Maximum Benefit Period

The Associate's 65th birthday.  
The date the 60th Monthly Benefit is payable.  
The date the 48th Monthly Benefit is payable.  
The date the 42nd Monthly Benefit is payable.  
The date the 36th Monthly Benefit is payable.  
The date the 30th Monthly Benefit is payable.  
The date the 24th Monthly Benefit is payable.  
The date the 21st Monthly Benefit is payable.  
The date the 18th Monthly Benefit is payable.  
The date the 15th Monthly Benefit is payable.  
The date the 12th Monthly Benefit is payable.

**Initial Premium Rates**

The Premium for each Associate is based on the Associate's Age. The rates are per \$100 of Covered Payroll as listed below.

<u>Age</u>	<u>Rate</u>
Age 19 and Under	\$.07
Age 20 – 29	\$.083
Age 30 - 39	\$.216
Age 40 - 49	\$.496
Age 50 - 59	\$.92
Age 60 and over	\$.676

Covered Payroll for an Associate will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Associate's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$4,200.

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## SCHEDULE OF BENEFITS FOR CLASS 8

### Eligibility Waiting Period

For Associates hired on or before the Policy Effective Date:	The first of the month following the Measurement Period, as defined by the Employer.
For Associates hired after the Policy Effective Date:	The first of the month following the Measurement Period, as defined by the Employer.

The Eligibility Waiting Period does not apply if a former Associate is terminated or laid off and is rehired within 60 days or returns from an approved unpaid leave of absence without continued SUPERVALU benefits within 60 days as an Eligible Class of Associate and the former Associate has satisfied the Eligibility Waiting Period prior to termination, layoff or approved leave of absence as described above. If the period of termination, layoff or unpaid leave of absence is after 60 days, the Associate will be treated as a new hire and must meet all eligibility criteria, including satisfying the Eligibility Waiting Period and hours requirements.

### Definition of Disability/Disabled

An Associate is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform the material duties of his or her regular occupation, or solely due to Injury or Sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
2. after Disability Benefits have been payable for 24 months, he or she is unable to perform the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience, or solely due to Injury or Sickness, he or she is unable to earn more than 60% of his or her Indexed Covered Earnings.

### Definition of Covered Earnings

Covered Earnings means an Associate's hourly rate of pay as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins times the average hours worked per month in the 13 week period immediately prior to Disability. Covered Earnings are determined initially on the date an Associate applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month following the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Associate's Covered Earnings will not be effective during a period of continuous Disability.

**Benefit Waiting Period** 26 weeks

**Disability Benefit** The lesser of 60% of an Associate's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Associate receives on his or her own behalf or for dependents, or which the Associate's dependents receive because of the Associate's entitlement to Other Income Benefits.

**Maximum Disability Benefit** \$2,500 per month

**Minimum Disability Benefit**                      \$100 per month

*Work Incentive Benefits*

For the first 24 months the Associate is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 24 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

No Disability Benefits will be paid if the Insurance Company determines the Associate is able to work under a modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Associate is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which Disability Benefits are payable.

**Additional Benefits**

*Survivor Benefit*

Benefit Waiting Period:	After 6 Monthly Benefits are payable.
Amount of Benefit:	100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.
Maximum Benefit Period	A single lump sum payment equal to 3 monthly Survivor Benefits.

**Maximum Benefit Period**

Age When Disability Begins

Under Age 60  
Age 60  
Age 61  
Age 62  
Age 63  
Age 64  
Age 65  
Age 66  
Age 67  
Age 68  
Age 69 or older

Maximum Benefit Period

The Associate's 65th birthday.  
The date the 60th Monthly Benefit is payable.  
The date the 48th Monthly Benefit is payable.  
The date the 42nd Monthly Benefit is payable.  
The date the 36th Monthly Benefit is payable.  
The date the 30th Monthly Benefit is payable.  
The date the 24th Monthly Benefit is payable.  
The date the 21st Monthly Benefit is payable.  
The date the 18th Monthly Benefit is payable.  
The date the 15th Monthly Benefit is payable.  
The date the 12th Monthly Benefit is payable.

**Initial Premium Rates**

The Premium for each Associate is based on the Associate's Age. The rates are per \$100 of Covered Payroll as listed below.

<u>Age</u>	<u>Rate</u>
Age 19 and Under	\$.07
Age 20 – 29	\$.083
Age 30 - 39	\$.216
Age 40 - 49	\$.496
Age 50 - 59	\$.92
Age 60 and over	\$.676

Covered Payroll for an Associate will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Associate's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$4,167.

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**SCHEDULE OF BENEFITS FOR CLASS 9****Eligibility Waiting Period**

For Associates hired on or before the Policy Effective Date:

The first of the month following the Measurement Period, as defined by the Employer.

For Associates hired after the Policy Effective Date:

The first of the month following the Measurement Period, as defined by the Employer.

The Eligibility Waiting Period does not apply if a former Associate is terminated or laid off and is rehired within 60 days or returns from an approved unpaid leave of absence without continued SUPERVALU benefits within 60 days as an Eligible Class of Associate and the former Associate has satisfied the Eligibility Waiting Period prior to termination, layoff or approved leave of absence as described above. If the period of termination, layoff or unpaid leave of absence is after 60 days, the Associate will be treated as a new hire and must meet all eligibility criteria, including satisfying the Eligibility Waiting Period and hours requirements.

**Definition of Disability/Disabled**

An Associate is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform the material duties of his or her regular occupation, or solely due to Injury or Sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
2. after Disability Benefits have been payable for 24 months, he or she is unable to perform the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience, or solely due to Injury or Sickness, he or she is unable to earn more than 60% of his or her Indexed Covered Earnings.

**Definition of Covered Earnings**

Covered Earnings means an Associate's hourly rate of pay as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins times the average hours worked per month in the 13 week period immediately prior to Disability. Covered Earnings are determined initially on the date an Associate applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month following the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Associate's Covered Earnings will not be effective during a period of continuous Disability.

**Benefit Waiting Period**

52 weeks

**Disability Benefit**

The lesser of 60% of an Associate's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Associate receives on his or her own behalf or for dependents, or which the Associate's dependents receive because of the Associate's entitlement to Other Income Benefits.

**Maximum Disability Benefit**

\$25,000 per month

**Minimum Disability Benefit**

\$100 per month

*Work Incentive Benefits*

For the first 24 months the Associate is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 24 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

No Disability Benefits will be paid if the Insurance Company determines the Associate is able to work under a modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Associate is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which Disability Benefits are payable.

**Additional Benefits***Survivor Benefit*

Benefit Waiting Period:

After 6 Monthly Benefits are payable.

Amount of Benefit:

100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.

Maximum Benefit Period

A single lump sum payment equal to 3 monthly Survivor Benefits.

**Maximum Benefit Period**Age When Disability Begins

Under Age 60

Age 60

Age 61

Age 62

Age 63

Age 64

Age 65

Age 66

Age 67

Age 68

Age 69 or older

Maximum Benefit Period

The Associate's 65th birthday.

The date the 60th Monthly Benefit is payable.

The date the 48th Monthly Benefit is payable.

The date the 42nd Monthly Benefit is payable.

The date the 36th Monthly Benefit is payable.

The date the 30th Monthly Benefit is payable.

The date the 24th Monthly Benefit is payable.

The date the 21st Monthly Benefit is payable.

The date the 18th Monthly Benefit is payable.

The date the 15th Monthly Benefit is payable.

The date the 12th Monthly Benefit is payable.



**Initial Premium Rates**

The Premium for each Associate is based on the Associate's Age. The rates are per \$100 of Covered Payroll as listed below.

<u>Age</u>	<u>Rate</u>
Age 19 and Under	\$.07
Age 20 – 29	\$.083
Age 30 - 39	\$.216
Age 40 - 49	\$.496
Age 50 - 59	\$.92
Age 60 and over	\$.676

Covered Payroll for an Associate will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Associate's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$41,667.

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## SCHEDULE OF BENEFITS FOR CLASS 10

### Eligibility Waiting Period

For Associates hired on or before the Policy Effective Date: No Waiting Period.

For Associates hired after the Policy Effective Date: Not Applicable.

### Definition of Disability/Disabled

An Associate is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform the material duties of his or her regular occupation, or solely due to Injury or Sickness, he or she is unable to earn more than 80% of his or her Indexed Covered Earnings; and
2. after Disability Benefits have been payable for 24 months, he or she is unable to perform the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience, or solely due to Injury or Sickness, he or she is unable to earn more than 60% of his or her Indexed Covered Earnings.

### Definition of Covered Earnings

Covered Earnings means an Associate's basic monthly earnings plus target bonus as determined by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. It does not include earnings received from target bonuses, commissions, overtime pay or other extra compensation.

Any increase in an Associate's Covered Earnings will not be effective during a period of continuous Disability.

**Benefit Waiting Period** 26 weeks

**Disability Benefit** The lesser of 60% of an Associate's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Associate receives on his or her own behalf or for dependents, or which the Associate's dependents receive because of the Associate's entitlement to Other Income Benefits.

**Maximum Disability Benefit** \$10,000 per month

**Minimum Disability Benefit** \$100 per month

### *Work Incentive Benefits*

For the first 24 months the Associate is eligible for a Disability Benefit, the Disability Benefit is as figured above. If for any month during this period, the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 24 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Associate's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

No Disability Benefits will be paid if the Insurance Company determines the Associate is able to work under a modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Associate is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which Disability Benefits are payable.

### **Additional Benefits**

#### *Survivor Benefit*

Benefit Waiting Period:	After 6 Monthly Benefits are payable.
Amount of Benefit:	100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.
Maximum Benefit Period	A single lump sum payment equal to 3 monthly Survivor Benefits.

#### **Maximum Benefit Period**

##### Age When Disability Begins

Under Age 60  
 Age 60  
 Age 61  
 Age 62  
 Age 63  
 Age 64  
 Age 65  
 Age 66  
 Age 67  
 Age 68  
 Age 69 or older

##### Maximum Benefit Period

The Associate's 65th birthday.  
 The date the 60th Monthly Benefit is payable.  
 The date the 48th Monthly Benefit is payable.  
 The date the 42nd Monthly Benefit is payable.  
 The date the 36th Monthly Benefit is payable.  
 The date the 30th Monthly Benefit is payable.  
 The date the 24th Monthly Benefit is payable.  
 The date the 21st Monthly Benefit is payable.  
 The date the 18th Monthly Benefit is payable.  
 The date the 15th Monthly Benefit is payable.  
 The date the 12th Monthly Benefit is payable.

### **Initial Premium Rates**

The Premium for each Associate is based on the Associate's Age. The rates are per \$100 of Covered Payroll as listed below.

<u>Age</u>	<u>Rate</u>
Age 19 and Under	\$.077
Age 20 – 29	\$.092
Age 30 - 39	\$.239
Age 40 - 49	\$.549
Age 50 - 59	\$1.024
Age 60 and over	\$.754

Covered Payroll for an Associate will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Associate's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$41,667.

TL-004774

### **ELIGIBILITY FOR INSURANCE**

An Associate in one of the Classes of Eligible Associates shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date, or the day after he or she completes the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time the Associate must be in Active Service to be eligible for coverage. It will be extended by the number of days the Associate is not in Active Service.

An Associate is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Associates, but continues to be employed and later becomes eligible under a different Class unless the Eligibility Waiting Period of the new Class has not been met from the date of hire.

TL-004710 (980076)

### **EFFECTIVE DATE OF INSURANCE**

An Associate will be insured on the date he or she becomes eligible, if the Associate is not required to contribute to the cost of this insurance.

An Associate who is required to contribute to the cost of this insurance may elect to be insured only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date coverage is elected.

Insurance for an Associate who applies for coverage within 31 days before he or she becomes eligible is effective on the latest of the following dates.

1. The Policy Effective Date.
2. The date payroll deduction is authorized.
3. The date the Employer or Insurance Company receives the completed enrollment form.

If an Associate's enrollment form is received more than 31 days after he or she is initially eligible for this insurance, during any other time, including the Annual Enrollment Period, the Insurability Requirement must be satisfied before this insurance is effective. If approved, this insurance is effective on the date the Insurance Company agrees in writing to insure the Associate and the premium is paid.

If an Associate is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service for the Employer as an Eligible Class of Associate and has met the Eligibility Waiting Period.

TL-004712 (980076)

### **TERMINATION OF INSURANCE**

The insurance on an Associate will end on the earliest date below.

1. The date the Associate is eligible for coverage under a plan intended to replace this coverage.
2. The date the Policy is terminated.
3. The date the Associate is no longer in an eligible class.
4. The day after the period for which premiums are paid.
5. The date the Associate is no longer in Active Service.

TL-004714

## **CONTINUATION OF INSURANCE**

Disability Insurance continues if an Associate's Active Service ends due to a Disability for which benefits under the Policy are or may become payable. Premiums for the Associate will be waived while Disability Benefits are payable under this program. If the Associate does not return to Active Service, this insurance ends when the Disability ends or when benefits are no longer payable, whichever occurs first.

If an Associate's Active Service ends due to an Employer approved family medical leave of absence, insurance for that Associate will continue for up to 12 weeks if the required premium is paid.

If an Associate's Active Service ends due to a military leave of absence, insurance for that Associate will continue for up to 30 days if the required premium is paid.

If an Associate's insurance is continued and he or she becomes Disabled during the leave of absence, Disability Benefits will not begin until the later of the following dates.

1. the date the Benefit Waiting Period is satisfied.
2. the date the Associate was scheduled to return to Active Service.

TL-004716 (MN) (980076)

## **DESCRIPTION OF BENEFITS**

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits to each class of Insureds.

### **Disability Benefits**

The Insurance Company will pay Disability Benefits if an Associate becomes Disabled while covered under this Policy. A Disabled Associate must satisfy the Benefit Waiting Period and be under the Appropriate Care of a Physician. Satisfactory proof of Disability must be provided to the Insurance Company, at the Associate's expense, before benefits will be paid.

The Insurance Company will require continued proof of the Associate's Disability for benefits to continue.

### **Benefit Waiting Period**

The Benefit Waiting Period is the period of time an Associate must be continuously Disabled before Disability Benefits may be payable. The Benefit Waiting Period is shown in the Schedule of Benefits.

The Insurance Company will waive the Benefit Waiting Period for an Associate if benefits under a Prior Plan were payable on the Policy Effective Date and the Associate returns to Active Service within 6 months after that date. The return to Active Service must be for more than 14 consecutive days but less than 6 months. The later Disability must be caused by the same or related causes for the Benefit Waiting Period to be waived.

### **Termination of Disability Benefits**

Disability Benefits will end on the earliest of the following dates.

1. The date an Associate earns more than the percentage of his or her Indexed Covered Earnings which is used to determine if an Associate is Disabled.
2. The date the Insurance Company determines an Associate is not Disabled.
3. The end of the Maximum Benefit Period.
4. The date an Associate dies.
5. The date the Associate refuses to participate in rehabilitation efforts as required by the Insurance Company.
6. The date the Associate is no longer receiving Appropriate Care.



**Successive Periods of Disability**

Once an Associate is eligible to receive Disability Benefits under the Policy, separate periods of Disability resulting from the same or related causes are a continuous period of Disability unless the Associate returns to Active Service for more than 6 consecutive months.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes or the later Disability occurs after coverage under the Policy ends.

The Successive Periods of Disability provision will not apply if an Associate is eligible for coverage under a plan that replaces this Policy.

**Mental Illness, Alcoholism and Drug Abuse Limitation – For Class 9 Only**

The Insurance Company will pay Disability Benefits on a limited basis during an Associate's lifetime for a Disability caused by, or contributed to by, any one or more of the following conditions. Once 15 monthly Disability Benefits have been paid, no further benefits will be payable for any of the following conditions.

1. Alcoholism
2. Anxiety disorders
3. Delusional (paranoid) disorders
4. Depressive disorders
5. Drug addiction or abuse
6. Eating disorders
7. Mental illness
8. Somatoform disorders (psychosomatic illness)

If, before reaching the lifetime maximum benefit, an Associate is confined in a hospital for more than 14 consecutive days, that period of confinement will not count against the lifetime limit. The confinement must be for the Appropriate Care of any of the conditions listed above.

**Mental Illness, Alcoholism and Drug Abuse Limitation – For Classes 1, 2, 4, 8 and 10 Only**

The Insurance Company will pay Disability Benefits on a limited basis during an Associate's lifetime for a Disability caused by, or contributed to by, any one or more of the following conditions. Once 24 monthly Disability Benefits have been paid, no further benefits will be payable for any of the following conditions.

1. Alcoholism
2. Anxiety disorders
3. Delusional (paranoid) disorders
4. Depressive disorders
5. Drug addiction or abuse
6. Eating disorders
7. Mental illness
8. Somatoform disorders (psychosomatic illness)

If, before reaching the lifetime maximum benefit, an Associate is confined in a hospital for more than 14 consecutive days, that period of confinement will not count against the lifetime limit. The confinement must be for the Appropriate Care of any of the conditions listed above.

**Pre-Existing Condition Limitation – For Class 4 Only**

The Insurance Company will not pay Disability Benefits for any period of Disability caused by or contributed to by, or resulting from, a Pre-Existing Condition. A "Pre-existing Condition" means any Injury or Sickness for which medical treatment, care or services including diagnostic measures, prescription drugs or medicines was recommended or received from a licensed medical practitioner within 3 months before the Associate's most recent effective date of insurance.

The Pre-existing Condition Limitation will apply to any added benefits or increases in benefits. This limitation will not apply to a period of Disability that begins after an Associate is actively at work for at least 12 months after his or her most recent effective date of insurance.

Except for any amount of benefit in excess of a Prior Plan's benefits, the Pre-Existing Condition Limitation will not apply to an Associate covered under a Prior Plan who satisfied the Pre-existing Condition limitation, if any, under that plan. If an Associate, covered under a Prior Plan, did not fully satisfy the Pre-existing Condition limitation of that plan, credit will be given for any time he did satisfy.

**Pre-Existing Condition Limitation – For all other Classes**

The Insurance Company will not pay Disability Benefits for any period of Disability caused by or contributed to by, or resulting from, a Pre-Existing Condition. A "Pre-existing Condition" means any Injury or Sickness for which medical treatment, care or services including diagnostic measures, prescription drugs or medicines was recommended or received from a licensed medical practitioner within 6 months before the Associate's most recent effective date of insurance.

The Pre-existing Condition Limitation will apply to any added benefits or increases in benefits. This limitation will not apply to a period of Disability that begins after an Associate is actively at work for at least 12 months after his or her most recent effective date of insurance.

Except for any amount of benefit in excess of a Prior Plan's benefits, the Pre-Existing Condition Limitation will not apply to an Associate covered under a Prior Plan who satisfied the Pre-existing Condition limitation, if any, under that plan. If an Associate, covered under a Prior Plan, did not fully satisfy the Pre-existing Condition limitation of that plan, credit will be given for any time he did satisfy.

**Disability Benefit Calculation**

The Disability Benefit for any month Disability Benefits are payable is shown in the Schedule of Benefits. Disability Benefits are based on a 30 day period. They will be prorated if payable for any period less than a month.

**Work Incentive Benefit**

If an Associate is covered for Work Incentive Benefits, he or she may return to work while Disabled and Disability Benefits will continue. The conditions under which an Associate may return to work and the amount of this benefit are shown in the Schedule of Benefits.

The Insurance Company will review the Associate's status and will require satisfactory proof of earnings and continued Disability.

**Other Income Benefits**

While an Associate is Disabled, he or she may be eligible for benefits from other income sources. If so, the Insurance Company may reduce the Disability Benefits payable by the amount of such Other Income Benefits. The extent to which Other Income Benefits will reduce any Disability Benefits payable under the Policy is shown in the Schedule of Benefits.

Other Income Benefits include:

1. any amounts which the Associate or any dependents, if applicable, receive (or are assumed to receive\*) under:
  - the Canada and Quebec Pension Plans;
  - the Railroad Retirement Act;
  - any local, state, provincial or federal government disability or retirement plan or law as it pertains to the Employer;
  - any sick leave or salary continuation plan of the Employer;
  - any work loss provision in mandatory "No-Fault" auto insurance.

2. any Social Security disability benefits the Associate or any third party receives (or is assumed to receive\*) on the Associate's behalf or for his or her dependents; or, if applicable, which his or her dependents receive (or are assumed to receive\*) because of the Associate's entitlement to such benefits.
3. any retirement plan benefit funded by the Employer. "Retirement plan" means any defined tax-qualified benefit or other defined contribution plan sponsored or funded by an Employer. It does not include an individual deferred compensation agreement, a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any Associate savings plan including thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan and it does not include any Employer sponsored nonqualified defined benefit or defined contribution plans whether funded by the Employer or by the Associate.
4. any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance that applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, the Insurance Company will pay its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
5. any amounts which the Associate or any dependents, if applicable, receive (or are assumed to receive\*) under any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted.
6. for Class 1 only, any amounts which the Associate receives (or is assumed to receive\*) under any Workers' Compensation or occupational disease for the same Injury or Sickness.
7. any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.
8. any wage or salary for work performed. If an Associate is covered for Work Incentive Benefits, the Insurance Company will only reduce Disability Benefits to the extent provided under the Work Incentive Benefit in the Schedule of Benefits.

Dependents include any person who receives (or is assumed to receive\*) benefits under any applicable law on account of an Associate's entitlement to benefits.

\* See the Assumed Receipt of Benefits provision.

#### *Increases in Other Income Benefits*

After the first deduction for any Other Income Benefit (except wage or salary) is made, benefits will not be further reduced during that period of Disability due to any cost of living increase in that Other Income Benefit.

#### *Lump Sum Payments*

Other Income Benefits or earnings that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated the lump sum will be prorated monthly over a five year period.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.



### *Assumed Receipt of Benefits*

The Insurance Company will assume the Associate (or his or her dependents, if applicable) are receiving Other Income Benefits if they may be eligible for them. These assumed benefits will be the amount the Insurance Company estimates the Associate (or his or her dependents, if applicable) may be eligible to receive. Disability Benefits will be reduced by the amount of any assumed benefits as if they were actually received.

Except for any wage or salary for work performed while Disability Benefits are payable, this assumption will not be made if the Associate gives the Insurance Company proof of the following events.

1. Application was made for these benefits.
2. A Reimbursement Agreement is signed.
3. Any and all appeals were made for these benefits or the Insurance Company determines further appeals will not be successful.
4. Payments were denied.

The Insurance Company will not assume receipt of, nor reduce benefits by, any elective, actuarially reduced, or early retirement benefits under such laws until the Associate actually receives them.

### *Social Security Assistance*

The Insurance Company will, at its discretion, assist the Associate in applying for Social Security Disability Income (SSDI) benefits. Disability Benefits will not be reduced by the assumed receipt of SSDI benefits while the Associate participates in the Social Security Assistance Program.

The Insurance Company may require the Associate to file an appeal if it believes a reversal of a prior decision is possible. If the Associate refuses to participate in, or cooperate with, the Social Security Assistance Program, the Insurance Company will assume receipt of SSDI benefits until the Associate gives us proof that all administrative remedies are exhausted.

### **Minimum Benefit**

The Insurance Company will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

### **Recovery of Overpayment**

If benefits are overpaid, the Insurance Company has the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when an Associate dies, any benefits payable under the Policy will be reduced to recover the overpayment.

TL-004771 (980076)

## **ADDITIONAL BENEFITS**

### **Rehabilitation During A Period of Disability**

If, while an Associate is Disabled, the Insurance Company determines that he or she is a suitable candidate for rehabilitation he or she may participate in a Rehabilitation Plan. The terms and conditions of the Rehabilitation Plan must be mutually agreed upon by the Associate and the Insurance Company.

The Insurance Company may require an Associate to participate in a rehabilitation assessment or a Rehabilitation Plan at our expense. The Insurance Company will work with the Associate, the Employer and the Associate's Physician and others, as appropriate, to develop a Rehabilitation Plan. If the Associate refuses to participate in the rehabilitation efforts, Disability Benefits will not be payable.

The Rehabilitation Plan may, at the Insurance Company's discretion, allow for payment of the Associate's medical expense, education expense, moving expense, accommodation expense or family care expense while he or she participates in the program.

A "Rehabilitation Plan" is a written agreement between the Associate and the Insurance Company in which the Insurance Company agrees to provide, arrange or authorize vocational or physical rehabilitation services.

### **Spouse Rehabilitation Benefit**

While an Associate is Disabled, his or her Spouse may, at the option of the Insurance Company, be eligible to participate in a Rehabilitation Plan. To be eligible, the following conditions must be met:

1. the Associate must be continuously Disabled for 12 months;
2. the Spouse's earnings must be 60% or less than the Associate's Covered Earnings; and
3. the Spouse must be determined by the Insurance Company to be a suitable candidate for rehabilitation.

The Rehabilitation Plan may include, at the Insurance Company's discretion, payment of the Spouse's education expenses, reasonable job placement expenses and moving expenses. It may also include family care expenses, if necessary, for the Spouse to be retrained under the Rehabilitation Plan.

Disability Benefits will be reduced by 50% of a Spouse's earnings from participation in the Rehabilitation Plan. If the Associate's Spouse was working before the Rehabilitation Plan begins, Disability Benefits will be reduced by 50% of the increase in income that results from a Spouse's participation in the program.

"Spouse" means the Associate's lawful spouse living with the Associate on the date his or her Disability begins.

The Rehabilitation Plan will end if the Associate's Spouse is not living with the Associate.

TL-005105

### **Conversion Privilege**

If an Associate's insurance ends because employment with the Employer ends, or an Associate is laid off or on an uninsured leave of absence, he or she may be eligible for long term disability conversion insurance.

To be eligible, an Associate must have been insured for Disability Benefits and actively at work for at least 12 months. An Associate must apply for conversion insurance within 62 days after insurance ends.

The benefits of the conversion plan will be those benefits offered at the time an Associate applies. The premium will be based on the rates in effect for conversion plans at that time.

Conversion insurance is not available if any of the following conditions apply.

1. An Associate is retired or age 70 or older.
2. An Associate is not in Active Service because of Disability.
3. The Policy is canceled for any reason.

TL-005100

### **Survivor Benefit**

The Insurance Company will pay a Survivor Benefit if an Associate dies while Monthly Benefits are payable. The Associate must have been continuously Disabled for the Survivor Benefit Waiting Period before the first benefit is payable. These benefits will be payable for the Maximum Benefit Period for Survivor Benefits.

Benefits will be paid to the Associate's Spouse. If there is no Spouse, benefits will be paid in equal shares to the Associate's surviving Children. If there are no Spouse and no Children, benefits will be paid to the Associate's estate.

"Spouse" means an Associate's lawful spouse. "Children" means an Associate's unmarried children under age 21 who are chiefly dependent upon the Associate for support and maintenance. The term includes a stepchild living with the Associate at the time of his or her death.

TL-005107

## **EXCLUSIONS**

The Insurance Company will not pay Disability Benefits for a Disability that results, directly or indirectly, from:

1. suicide, attempted suicide, or whenever an Associate injures himself or herself on purpose.
2. war or any act of war, whether or not declared.
3. an Injury or Sickness that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. An Injury or Sickness that occurs while engaged in Reserve or National Guard training is not excluded until training extends beyond 31 days.
4. active participation in a riot.
5. commission of a felony.
6. revocation, restriction or non-renewal of an Associate's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Policy.
7. a work-related Injury or Sickness. (This does not apply to Class 1.)

The Insurance Company will not pay Disability Benefits for any period of Disability during which the Associate:

8. is incarcerated in a penal or corrections institution.
9. is not receiving Appropriate Care.
10. fails to cooperate with the Insurance Company in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.
11. refuses to participate in rehabilitation efforts as required by the Insurance Company.
12. refuses to participate in a modified work arrangement.

TL-004772.24 (980076)

## **CLAIM PROVISIONS**

### **Notice of Claim**

Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

### **Claim Forms**

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Insurance Data**

The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

### **Proof of Loss**

Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, that the loss continues must be furnished to the Insurance Company at intervals required by us. Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to the Insurance Company.

### **Time of Payment**

Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which the Insurance Company is liable, will be paid at that time.



**To Whom Payable**

Disability Benefits will be paid to the Associate. If any person to whom benefits are payable is a minor or, in the opinion of the Insurance Company, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Insurance Company may, at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Associate dies while any Disability Benefits remain unpaid, the Insurance Company may, at its option, make direct payment to any of the following living relatives of the Associate: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Associate's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Insurance Company from all liability for any payment made.

**Physical Examination and Autopsy**

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

**Legal Actions**

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

**Time Limitations**

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Associate lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

**Physician/Patient Relationship**

The Insured will have the right to choose any Physician who is providing medical treatment within the scope of his/her license. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724.24

**ADMINISTRATIVE PROVISIONS****Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

**Changes in Premium Rates**

The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 36 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.

4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

#### **Reporting Requirements**

The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

#### **Payment of Premium**

The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

#### **Notice of Cancellation**

The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Cancellation will not take effect unless the Insurance Company has made a good faith effort to notify all insured persons at least 30 days before the effective cancellation date. At the time of application for coverage the Policyholder shall provide an accurate list of the names and home addresses of all persons to be covered and subsequently, updated such list every twelve months. This notification will not be required if the group policy is replaced or the Insurance Company has reasonable evidence to indicate it will be replaced by a substantially similar plan.

In no event will this provision extend coverage more than 120 days beyond the date coverage would otherwise cancel based on the terms of the group policy. If coverage is extended under this provision, then the time period during which affected Insureds may exercise any conversion privilege is extended for the same length of time, plus 30 days.

#### **Policy Grace Period**

A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

#### **Grace Period for the Insured**

If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.



**Reinstatement of Insurance**

An Associate's insurance may be reinstated if it ends because the Associate is on a military leave of absence and reinstatement occurs within 6 months from the date he or she returns from military service pursuant to the Uniformed Services Employment Act of 1994 (USERRA). For insurance to be reinstated the following conditions must be met.

1. An Associate must be in a Class of Eligible Associates.
2. The required premium must be paid.
3. A written request for reinstatement must be received by the Insurance Company within 31 days from the date an Associate returns to Active Service.

Reinstated insurance will be effective on the date the Associate returns to Active Service. If an Associate did not fully satisfy the Eligibility Waiting Period or the Pre-Existing Condition Limitation (if any) before insurance ended due to a military leave of absence, credit will be given for any time that was satisfied.

TL-004720 (980076)

**GENERAL PROVISIONS****Entire Contract**

The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

**Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for coverage.

**Misstatement of Age**

If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

**Policy Changes**

No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

**Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

**Certificates**

A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

**Assignment of Benefits**

The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

**Clerical Error**

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

TL-004726.24

**Certain Internal Revenue Code (IRC) & Internal Revenue Service (IRS) Functions**

The Insurer may agree with the Policyholder to perform certain functions required by the Internal Revenue Code and IRS regulations. Such functions may include the preparation and filing of wage and tax statements (Form W-2) for disability benefit payments made under this Policy. In consideration of the payment of premiums by the Policyholder, the Insurer waives the right to transfer liability with respect to the employer taxes imposed on the Insurer by IRS Regulation 32.1(e)(1) for monthly Disability payments made under this Policy. Associate money may not be used to fund the Premium for the services and payments of this section.

TL-009230.00

**DEFINITIONS**

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

**Active Service**

An Associate will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Associate is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Associate to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence.

An Associate is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

**Annual Enrollment Period**

The period in each calendar year when an eligible Associate may enroll for or change benefit elections under the Policy. This period must be agreed upon by the Employer and the Insurance Company.

**Appropriate Care**

Appropriate Care means the determination of an accurate and medically supported diagnosis of the Associate's Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

**Associate**

For eligibility purposes, an Associate is an Associate of the Employer in one of the "Classes of Eligible Associates." Otherwise, Associate means an Associate of the Employer who is insured under the Policy.

**Consumer Price Index (CPI-W)**

The Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the index is discontinued or changed, another nationally published index that is comparable to the CPI-W will be used.

**Employer**

The Policyholder and any affiliates or subsidiaries covered under the Policy.

**Full-time**

Full-time means the number of hours set by the Employer as a regular work day for Associates in the Associate's eligibility class.

**Indexed Covered Earnings**

For the first 12 months Monthly Benefits are payable, Indexed Covered Earnings will be equal to Covered Earnings. After 12 Monthly Benefits are payable, Indexed Covered Earnings will be an Associate's Covered Earnings plus an increase applied on each anniversary of the date Monthly Benefits became payable. The amount of each increase will be the lesser of:

1. 10% of the Associate's Indexed Covered Earnings during the preceding year of Disability; or
2. the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

**Injury**

Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

**Insurability Requirement**

An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Associate's expense.

**Insurance Company**

The Insurance Company underwriting the Policy is named on the Policy cover page.

**Insured**

A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

**Life Status Change**

A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying an Associate to make changes in benefit selections at a time other than an Annual Enrollment Period.

If there is no Employer sponsored Flexible Benefits Plan, or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of a spouse
5. Termination of a spouse's employment
6. A change in the benefit plan available to the Associate's spouse
7. A change in the Associate's or spouse's employment status that affects either's eligibility for benefits

**Part-time**

Part-time means the number of hours set by the Employer as a regular work day for Associates in the Associate's eligibility class.

**Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Associate, an Associate's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Associate or spouse, or a person living in an Associate's household.

**Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date.

**Sickness**

Any physical or mental illness or disease. It also includes pregnancy.

TL-004708 (MN)

**Life Insurance Company of North America**  
a stock insurance company

Rider to Group Policy No. LK 980076  
Effective Date of Rider: January 1, 2008

Eligible Classes to which this Rider applies: All Classes

**MODIFICATION OF GROUP DISABILITY POLICY  
TO ADD DOMESTIC PARTNER AS AN ELIGIBLE PARTICIPANT UNDER THE SPOUSE  
REHABILITATION BENEFIT AND AN ELIGIBLE SURVIVOR UNDER THE SURVIVOR  
BENEFIT**

The Spouse Rehabilitation Benefit and Survivor Benefit are modified in the Policy as follows:

1. All references to the term "Spouse" are replaced by "Spouse or Domestic Partner" except for the following references:
  - a. The first reference to "Spouse" in the benefit text is changed to "Spouse, or Domestic Partner if there is no Spouse,".
  - b. The text pertaining to the definition of "Spouse" remains unchanged.
2. The following definition of Domestic Partner is added.

**Domestic Partner** means a person who meets all of the following criteria:

1. shares the Employee's permanent residence.
2. has resided with the Employee for at least 6 months and is expected to continue to reside with the Employee indefinitely.
3. is financially interdependent with the Employee in each of the following ways:
  - a. by owning or leasing their permanent residence as joint tenants.
  - b. by each agreeing in writing to assume financial responsibility for the welfare of the other.
4. is no less than 18 years of age.
5. is legally prohibited from marrying the Associate.
6. is not currently legally married to any other person or the common-law spouse or domestic partner of another person.
7. is not a blood relative any closer than would prohibit legal marriage.
8. is mentally competent to enter into a contract according to the laws of the state of residence.

Except for the above this rider does not change the Policy to which it is attached.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

TL-007152-1.05

### **SCHEDULE OF AFFILIATES**

The following affiliates are covered under the Policy as of January 1, 2008.

Affiliate Name

Advantage Logistics USA West LLC

Advantage Logistics Southeast Inc.

Deal\$-Nothing Over A Dollar

FF Acquisition LLC

Richfood Inc.

Risk Planners, Inc.

Save-A-Lot Foods Stores, Inc.

Shop-N-Save Warehouse Foods

Shop-N-Save St. Louis Inc.

Shoppers Food Warehouse Corp.

Sunflower Markets LLC

Super Rite Inc.

SUPERVALU Holdings, Inc.

SUPERVALU Holdings PA LLC

SUPERVALU INC.

SV Pharmacies

TLC Resources LLC

W. Newell & Co., LLC

Albertsons, Inc.

New Albertsons, Inc.

ABS Finance Co., Inc.

SuperValu Services USA, Inc.

Star Markets Company, Inc.

Shaw's Supermarkets, Inc.

Shaw's Equipment Corporation



Clifford W. Perham

Acme Markets

Jewel Food Stores, Inc.

American Drug Stores, Inc.

Jewel Osco Southwest, Inc.

American Stores Co.

Advantage Logistics USA East LLC

SuperValu Transportation Inc.

Advantage Logistics USA Inc.

Foodarama Inc.

Rich Temps Inc.

SV Ventures Inc.

Gorham Markets LLC

TL-004776

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**(herein called the Insurance Company)**

**AMENDATORY RIDER**

**CLAIM PROCEDURES APPLICABLE TO PLANS SUBJECT TO THE  
ASSOCIATE RETIREMENT INCOME SECURITY ACT ("ERISA")**

The provisions below amend the Policy to which they are attached. They apply to all claims for benefits under the Policy. They supplement other provisions of the Policy relating to claims for benefits.

This Policy has been issued in conjunction with an Associate welfare benefit plan subject to the Associate Retirement Income Security Act of 1974 ("ERISA"). This Policy is a Plan document within the meaning of ERISA. As respects the Insurance Company, it is the sole contract under which benefits are payable by the Insurance Company. Except for this, it shall not be deemed to affect or supersede other Plan documents.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for deciding claims for benefits under the Plan, and for deciding any appeals of denied claims.

**Review of Claims for Benefits**

The Insurance Company has 45 days from the date it receives a claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if necessary due to matters beyond its control. If this should happen, the Insurance Company must provide notice in writing that its review period has been extended for:

- (i) up to two more 30 day periods (in the case of a claim for disability benefits); or
- (ii) 90 days more (in the case of any other benefit).

If this extension is made because additional information must be furnished, these extension periods will begin when the additional information is received. The requested information must be furnished within 45 days.

During the review period, the Insurance Company may require:

- (i) a medical examination of the Insured, at its own expense; or
- (ii) additional information regarding the claim.

If a medical examination is required, the Insurance Company will notify the Insured of the date and time of the examination and the physician's name and location. If additional information is required, the Insurance Company must notify the claimant, in writing, stating what information is needed and why it is needed.

If the claim is approved, the Insurance Company will pay the appropriate benefit.

If the claim is denied, in whole or in part, the Insurance Company will provide written notice within the review period. The Insurance Company's written notice will include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for the claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit: identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement regarding the right to appeal the decision, and an explanation of the appeal procedure, including a statement of the right to bring a civil action under Section 502(a) of ERISA if the appeal is denied.

### **Appeal Procedure for Denied Claims**

Whenever a claim is denied, there is the right to appeal the decision. A written request for appeal must be made to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date the denial was received. If a request is not made within that time, the right to appeal will have been waived.

Once a request has been received by the Insurance Company, a prompt and complete review of the claim will take place. This review will give no deference to the original claim decision. It will not be made by the person who made the initial claim decision, or a subordinate of that person. During the review, the claimant (or the claimant's duly authorized representative) has the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. Issues and comments that might affect the outcome of the review may also be submitted.

The Insurance Company has 60 days (45 days, in the case of any disability benefit) from the date it receives a request to review the claim and provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim. If this should happen, the Insurance Company must provide notice, in writing, that its review period has been extended for an additional 60 days (45 days in the case of any disability benefit). Once its review is complete, the Insurance Company must state, in writing, the results of the review and indicate the Plan provisions upon which it based its decision.

TL-009000

### **IMPORTANT CHANGES FOR STATE REQUIREMENTS**

If an Associate resides in one of the following states, the provisions of the certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

**Indiana residents:**

The definition of a "pre-existing condition" under the Pre-existing Condition Limitation, if any, may not consider any period of time more than six (6) months prior to the insured's most recent effective date of insurance. The Pre-Existing Condition Limitation may not be longer than 12 months from the insured's most recent effective date of insurance.

**Louisiana residents:**

The percentage of Indexed Covered Earnings, if any, that qualifies an insured to meet the definition of Disability/Disabled may not be less than 80%.

**Texas residents:**

Any provision offsetting or otherwise reducing any benefit by an amount payable under an individual or franchise policy will not apply.

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
PHILADELPHIA, PA 19192-2235**

We, SUPERVALU Inc., whose main office address is Eden Prairie, MN, hereby approve and accept the terms of Group Policy Number LK-980076 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by SUPERVALU Inc.; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

SUPERVALU Inc.

Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

(This Copy Is To Be Returned To LIFE INSURANCE COMPANY OF NORTH AMERICA)

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**LIFE INSURANCE COMPANY OF NORTH AMERICA  
PHILADELPHIA, PA 19192-2235**

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(This Copy Is To Be Retained By SUPERVALU Inc.)